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AR0521

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 9

IN THE MATTER OF:

Hassayampa Landfill,
Maricopa Co., Arizona

U.S. EPA Docket No.

88-08

Honeywell Inc.
Honeywell Bull Inc.
Digital Equipment Corporation
General Instrument Corporation
Shell Oil Company
American Tel. & Tel. (AT&T)
Alcatel Information Systems
W. A. Krueger Co.
Maricopa CountyHassayampa
Landfill

ACOL 2/19/88

RESPONDENTS

Proceeding Under Sections 104
and 122 of the Comprehensive
Environmental Response,
Compensation, and Liability Act
of 1980, as amended by the
Superfund Amendments and
Reauthorization Act of 1986
(42 U.S.C. §§9604, 9622)ADMINISTRATIVE CONSENT ORDER

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HASSAYAMPA LANDFILL

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1 I. JURISDICTION

2 A. This Consent Order is entered into under the
3 authority vested in the President of the United States by
4 Sections 104, and 122(a) and (d)(3) of the Comprehensive Envi-
5 ronmental Response, Compensation, and Liability Act of 1980,
6 42 U.S.C. §§ 9604, and 9622(a) and (d)(3), as amended by the
7 Superfund Amendments and Reauthorization Act of 1986 ("CERCLA"),
8 Pub. L. No. 99-499, 100 Stat. 1613 (1986), and delegated to the
9 Administrator of the United States Environmental Protection
10 Agency ("EPA") on January 23, 1987, by Executive Order 12580, 52
11 Fed. Reg. 2923, and further delegated to the Assistant Admin-
12 istrator for Solid Waste and Emergency Response and the Regional
13 Administrators by EPA Delegations 14-8-A and 14-14-C, and re-
14 delegated to the Director, Toxics and Waste Management Division,
15 EPA, Region 9.

16 B. Notice of this Order has been given to the State of
17 Arizona.

18 C. To effectuate the common objectives of the EPA and the
19 Respondents, and to resolve the matter constructively and without
20 litigation, the Respondents consent to the actions required by this
21 Consent Order and agree that the EPA has the right to enforce this
22 Consent Order under CERCLA in a court of competent jurisdiction.
23 The Respondents waive any right to contest EPA jurisdiction to
24 issue and enforce this Consent Order. Respondents will not seek
25 reimbursement from the Hazardous Substance Superfund under Section
26 106(b)(2) of CERCLA, 42 U.S.C. §9606(b)(2), for monies expended
27 pursuant to this Consent Order.

28 / /

III. EPA FINDINGS OF FACT

The following constitutes an outline of the facts upon which this Consent Order is based:

- A. Hassayampa Landfill is located on a 77-acre parcel in a rural desert area in Maricopa County, Arizona, within the Southeast 1/4 of Section 3, Township 1 South, Range 5 West. The Site, located about forty miles west of Phoenix, Arizona, and about six miles east of the Palo Verde Nuclear Generating Station, is bounded on the east by Old Wickenburg Road, on the southwest by Salome Road, on the west by Wickenburg Road, and on the north by the east-west line bisecting Section 3.
- B. The Hassayampa River, an ephemeral stream, runs north to south approximately 3/4 of a mile east of the Site boundary.
- C. The groundwater table beneath the Site lies at approximately 70-80 feet below the land surface. The direction of groundwater flow in the vicinity of the Site is south-south-westerly. Hydrogeologic investigations conducted in this vicinity indicate the presence of one unconfined aquifer, which consists of valley-fill deposits exceeding 1,200 feet in thickness. The valley-fill deposits consist primarily of poorly consolidated sand, silt, and clay, with smaller amounts of gravel and minor Tertiary basalt flows.

- 1 D. Domestic wells generally supply the sole source of drinking
2 water within a 3-mile radius of the Site. Fifty-one (51)
3 domestic wells and fifty-six (56) irrigation wells within a
4 3-mile radius of the Site are recorded in Arizona Department
5 of Water Resources files. Agricultural lands lie within 1/2
6 mile of the Site.
- 7 E. Maricopa County has operated Hassayampa Landfill as a
8 municipal landfill since 1961, has owned it since 1963, and
9 is a Respondent.
- 10 F. The large-scale disposal of hazardous waste began on April 20,
11 1979 when the Site was designated by the Arizona Department
12 of Health Services (ADHS) as an interim site for hazardous
13 waste disposal. The Site was closed for hazardous waste
14 disposal on October 28, 1980.
- 15 G. Between April 20, 1979 and October 28, 1980 several million
16 gallons of liquid hazardous substances and several thousand
17 tons of additional hazardous substances were disposed of in
18 the northeast portion of the Site. The hazardous substances
19 were discharged into five (5) unlined surface trenches or
20 pits. Organic and oil wastes were deposited in Pit 1. Pit 2
21 was designated for acids and acid sludges. Pit 3 was used for
22 the disposal of alkaline and metallic sludges. Pit 4 was
23 designated for the disposal of pesticides and alkaline sludges.
24 A separate isolated area known as the "Special Pit" was a
25 trench used for the disposal and burial, in isolated cells,
26 of low-volume solid wastes, containerized wastes and other
27 incompatible wastes not acceptable for disposal in the other
28 four pits.

- 1 H. Subsequent to the 18-month hazardous substance disposal
2 period, the pits were covered with native soil and restored
3 to the surrounding grade.
- 4 I. During the 18-month hazardous substance disposal period, a
5 manifest system recorded all waste delivered to Hassayampa
6 Landfill. Manifests documented such information as the
7 volume and type of hazardous substances disposed of at the
8 Site, and the names of the generators and transporters.
- 9 J. Respondents, other than Maricopa County, generated or
10 transported hazardous substances, pollutants, or contaminants
11 which were disposed of at the Site. The Respondents were
12 identified through the hazardous waste manifests, as among
13 the approximately 90 generators and approximately 15
14 transporters involved in disposing of hazardous waste at the
15 Site.
- 16 K. On June 24, 1987, EPA gave the Respondents Special Notice, as
17 defined in Section 122(e) of CERCLA, 42 U.S.C. § 9622(e), of
18 their potential responsibility for the release of hazardous
19 substances at the Site.
- 20 L. After the Site was closed for hazardous waste disposal, the
21 ADHS became concerned that environmental damage may have
22 resulted. Therefore, the ADHS had three monitoring wells
23 installed at the Site to determine if past waste disposal
24 practices were affecting groundwater. The wells were sampled
25 by the ADHS in 1982 and results from test well HS-1 indicated
26 that organic compounds (TCE, DCE, TCA, PCE, and DCA) and
27 inorganic substances (manganese) were present in the ground-
28 water below the Site. These contaminants are hazardous

1 substances as defined by Section 101(14) of CERCLA, 42
2 U.S.C. §9601(14).

3 M. There has been a release of hazardous substances from the
4 Site into the environment. The potential consequences of
5 the release of hazardous substances from the Site to the
6 human population near the Site are harmful exposure to toxic
7 substances.

8 N. The population at risk from the conditions at the Site
9 includes users of the groundwater in the vicinity of
10 Hassayampa Landfill.

11 O. Hassayampa Landfill was proposed for the National Priorities
12 List (NPL) on June 10, 1986, and was subsequently placed on
13 the NPL on July 21, 1987, in accordance with Section 105(8)
14 of CERCLA, 42 U.S.C. §9605(8).

15 / /

IV. EPA CONCLUSIONS OF LAW

A. The Hassayampa Landfill is a facility, as defined in Section 101(9) of CERCLA, 42 U.S.C. §9601(9).

B. The Respondents are persons, as defined in Section 101(21) of CERCLA, 42 U.S.C. §9601(21).

C. "Hazardous substances," as defined in Section 101(14) of CERCLA, 42 U.S.C. §9601(14), were stored and disposed of at the Site.

D. The past, present, and potential migration of hazardous substances from the Site constitutes actual or threatened "releases," as defined in Section 101(22) of CERCLA, 42 U.S.C. §9601(22).

E. Respondents are potentially responsible persons within the meaning of Section 122 of CERCLA, 42 U.S.C. §9622.

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V. EPA DETERMINATIONS

A. Based on the Findings of Fact and Conclusions of Law set forth above, the EPA has determined that the actions required by this Consent Order are necessary to protect the public health and welfare and the environment and are consistent with the NCP.

B. EPA's approval of the draft and final Remedial Investigation Report and the draft and final Feasibility Study Report submitted pursuant to this Consent Order shall constitute a determination that the work performed under this Consent Order is consistent with the NCP if conducted in conformity with the work plan.

C. EPA has determined that the Respondents are qualified to conduct the Work within the meaning of Section 104(a) of CERCLA if the Respondents comply with Sections VI, VII and VIII of this Consent Order.

//

1 VI. WORK TO BE PERFORMED

2 A. Respondents shall ensure that all work performed pursuant
3 to this Consent Order shall be under the direction and supervision
4 of a qualified contractor with expertise in investigation, analysis
5 and remedy of hazardous waste problems.

6 B. Respondents shall notify the EPA in writing of the name,
7 title, and qualifications of the Response Action Contractor ("RAC")
8 to be used in carrying out the terms of this Consent Order. Such
9 notification shall be given prior to the commencement date of any
10 work performed under this Consent Order or the effective date of
11 this Consent Order, whichever comes first. The provisions set
12 forth in Section 119 of CERCLA, 42 U.S.C. §9619, shall be
13 applicable to said RAC.

14 C. The EPA shall contract with a qualified person to oversee
15 and review the conduct of the work performed under this Consent
16 Order in accordance with Section 104(a) of CERCLA.

17 D. Respondents shall perform a RI/FS at the Site in
18 accordance with the Work Plan (Exhibit A). [The activities
19 required under this Consent Order shall hereinafter be referred to
20 as the "Work".] The Work shall be undertaken in accordance with
21 the time schedules set forth in the Work Plan. All activities
22 conducted pursuant to this Consent Order shall be conducted in
23 accordance with the Quality Assurance Project ("QAPP") which in-
24 cludes an attached Sampling Plan, and the Health and Safety Plan,
25 which are attached hereto as Exhibits B and C and made a part
26 hereof, and in accordance with the National Contingency Plan, and
27 amendments made thereto, the EPA guidance on Remedial Investigations
28

1 under CERLCA (June 1985), with revisions thereto, and the EPA
2 Guidance on Feasibility Studies under CERCLA (June 1985),
3 with revisions thereto.

4 / /

1 VII. DELIVERABLES

2 A. The deliverables to be submitted pursuant to this
3 Consent Order, along with a description of the type of review
4 that the EPA will conduct on each, are set forth in Subsection
5 B. The Work Plan contains a description of the contents required
6 for each deliverable. Said description is meant as a framework
7 for each deliverable's content and open discussions between the
8 Respondent and EPA shall take place so each deliverable contains
9 sufficient detail.

10 B. Deliverables required pursuant to this Consent Order
11 shall consist of:

12 1. Monthly Progress Reports for EPA review and comment.

13 Monthly Progress Reports shall be submitted until the Work
14 required by this Consent Order is completed. Each Monthly
15 Progress Report shall include:

16 a. a description of progress made during the reporting
17 period;

18 b. a description of significant findings and events
19 during the reporting period, including problems encountered
20 and project delays;

21 c. a summary of items submitted to the EPA under the
22 Consent Order during the reporting period;

23 d. a description of the Work schedule during the next
24 reporting period, including sampling and testing; and

25 e. a description of the deliverables to be submitted
26 to the EPA under the Consent Order during the next month.

27 2. Interim Groundwater Monitoring Report for EPA review
28 and comment. The Interim Groundwater Monitoring Report shall be

1 submitted as scheduled in the Work Plan. The report shall
2 include:

- 3 a. analytical data summary and discussion;
- 4 b. a regional well location map, including altitude
5 of groundwater level and groundwater level contours, and
6 concentrations of contaminants in groundwater at the
7 monitor wells;
- 8 c. laboratory reports;
- 9 d. quality assurance/quality control documentation;
- 10 and
- 11 e. data validation report.

12 3. Draft Stage I Report for EPA review and comment.

13 The report shall include:

14 a. Site Description and Background Section consisting
15 of:

- 16 i. a site history and previous investigations;
- 17 ii. a physical description of the site (e.g.,
18 surface features, meteorology, geology, soils); and
- 19 iii. maps and aerial photographs of the site.

20 b. Potential Receptors and Transport Pathways Section
21 consisting of:

- 22 i. demographic survey within the study area (i.e.,
23 within three (3) miles of the Site) including location
24 of sensitive populations;
- 25 ii. an identification of potential receptors,
26 including wildlife species, food chain species, food
27 crops, and livestock;
- 28 iii. the location of surface water and groundwater

1 points of withdrawal and usage;

2 iv. an inventory and location map of wells within
3 the study area (i.e., within three (3) miles of the Site);

4 v. a characterization of local land uses; and

5 vi. an identification of transport pathways.

6 c. Source and Soil Evaluation Section consisting of a
7 compilation and evaluation of soil sampling and source
8 investigation.

9 d. Surface Sediment Investigation Section consisting
10 of a compilation and evaluation of surface sediment
11 sampling.

12 e. Air Investigation Section consisting of a compilation
13 and evaluation of air sampling.

14 f. Monitoring Well Drilling Section consisting of:

15 i. a summary of drilling activities;

16 ii. a map showing location of new wells;

17 iii. lithologic logs of drill cuttings and split
18 spoon samples;

19 iv. schedules of well casing, screen and annular
20 fill materials installed;

21 v. as-built well drawings; and

22 vi. analysis of split spoon and groundwater
23 samples.

24 g. Aquifer Test Section consisting of:

25 i. a general description of tests conducted and
26 methods of analysis employed;

27 ii. tabular summaries of aquifer test data and
28 results; and

1 iii. time drawdown and time-recovery graphs.

2 h. Verification of Compounds of Concern/Results and
3 Analysis of Sampling Rounds Conducted Section consisting
4 of:

5 i. a summary of sampling procedures; and

6 ii. a summary and evaluation of sampling results.

7 i. Magnetometer Survey Evaluation Section consisting
8 of a compilation and evaluation of magnetometer investiga-
9 tion.

10 j. Outline of Preliminary Remedial Alternatives
11 Section.

12 k. Draft Stage II Work Plan, if required, consisting
13 of plans for additional work in order to define the areal
14 and vertical extent of contamination and evaluate the
15 feasibility of remedial alternatives for the site.

16 l. Draft Feasibility Study Testing Proposal, if deemed
17 necessary by Respondents.

18 4. Final Stage I Report and, if required, Stage II Work
19 Plan for EPA review and approval.

20 5. Draft Remedial Investigation Report for EPA review
21 and comment. The Remedial Investigation Report shall include:

22 a. Final Stage I Report;

23 b. Draft Stage II Report and any other additional
24 work done subsequent to Stage I;

25 c. Biota Section;

26 d. Bench and Pilot Studies Section;

27 e. Public Health and Environmental Concerns Section;

28 and

1 f. Outline of Preliminary Remedial Alternatives Section.

2 6. Draft Feasibility Study Testing Proposal, if required,
3 for EPA review and comment. In the event that Respondents do
4 not include a Draft Feasibility Study Testing Proposal Section
5 in the Draft Stage I Report, and in the event that feasibility
6 testing is required by the EPA, the EPA shall provide notice of
7 its decision as set forth in Exhibit D and the Respondents shall
8 submit testing proposals to the EPA for approval.

9 7. Final Remedial Investigation Report for EPA review
10 and approval.

11 8. Final Feasibility Study Testing Proposal, if required,
12 for EPA review and approval.

13 9. Risk Assessment by EPA for Respondent review and
14 comment.

15 10. Initial Screening Technical Memorandum for EPA review
16 and comment. The Initial Screening Technical Memorandum, and
17 all revisions required by the EPA regarding the Initial Screening
18 Technical Memorandum, shall be incorporated into the Draft and
19 Final Feasibility Study Report. The technical memorandum shall
20 include:

- 21 a. preliminary remedial alternatives;
- 22 b. technical feasibility screening;
- 23 c. public health and environmental screening; and
- 24 d. cost screening.

25 11. Draft Feasibility Study Report for EPA review and
26 comment. The feasibility Study Report shall include:

- 27 a. Development of Remedial Alternatives Section;
- 28 b. Screening of Remedial Alternatives Section; and

1 c. Detailed Analysis and Comparative Evaluation of
2 Remedial Alternatives Section.

3 12. Final Feasibility Study Report for EPA review and
4 approval.

5 C. The following time periods as set forth in Figure 4 of
6 Exhibit A and Exhibit D attached hereto shall be applicable to
7 the deliverables required pursuant to this Consent Order. Time
8 periods refer to calendar days; however, federal holidays will
9 be exempted.

10 1. The Respondents shall submit to the EPA the documents
11 required pursuant to Subsection B. within the time periods
12 set forth in Exhibit D. The EPA shall submit the Risk
13 Assessment to the Respondents within the time period set
14 forth in Exhibit D.

15 2. The EPA shall review and, if it deems appropriate,
16 comment on the reports described in Subsections B. 1 and

17 2. Such comments, if made, shall be submitted to the
18 Respondents within fifteen (15) days of receipt of the
19 Respondents' reports.

20 3. The EPA shall submit to the Respondents in writing
21 its comments and required modifications on the deliverables
22 submitted pursuant to Subsection B. 10 within thirty
23 (30) days, or more if needed, of receipt of the Respondents'
24 submittal.

25 4. The EPA shall submit to the Respondents in writing
26 its comments and required modifications on the deliverables
27 submitted pursuant to Subsections B. 3, 5, 6 and 11 within
28 forty-five (45) days, or more if needed, of receipt of the

1 Respondents' submittals.

2 5. A fifteen (15) day period for the purpose of
3 technical meetings between the EPA and the Respondents shall
4 be available beginning with the day after the Respondents
5 receive EPA comments and modifications with respect to the
6 deliverables submitted pursuant to Subsections B. 3, 5,
7 6 and 11 and the day after the EPA receives Respondents'
8 comments with respect to the submittal made pursuant to
9 Subsection B. 9.

10 6. The Respondents' final deliverables submitted
11 pursuant to Subsections B. 4, 7, 8 and 12 shall incorporate
12 the EPA's required modifications. The Respondents'
13 deadlines set forth in Exhibit D shall be extended for an
14 amount of time equal to any additional time taken by the
15 EPA beyond the time specified in this Subsection to review
16 and comment on, or to review and approve, the above
17 deliverables or to submit the Risk Assessment as required
18 herein; and any additional time to conduct additional work
19 required pursuant to Section VIII.

20 7. The EPA shall review the final deliverables
21 identified in Subsection C. 6 and shall, within thirty (30)
22 days of their receipt, notify Respondents in writing of
23 their compliance or noncompliance with respect to each
24 deliverable or any part thereof. In the event of any
25 noncompliance, the EPA shall specify in writing the
26 deficiencies. Respondents may commence dispute resolution
27 procedures pursuant to Section XIV, as to the substantial
28 adequacy of a deliverable identified in Section XV, in the

1 event they receive a notice of noncompliance.

2 D. A Hassayampa Technical Work Group (TWG) shall be
3 created pursuant to this Consent Order and shall consist of
4 members acceptable to both parties to this Consent Order who
5 are designated by the Respondents, the EPA, the Arizona Department
6 of Environmental Quality and the Arizona Department of Water
7 Resources. The technical meetings referred to in Subsection C
8 shall be those held by the Hassayampa Technical Work Group for
9 the purpose of fostering discussion on technical matters that
10 may arise during the conduct of the Work and resolving differences
11 of opinion between the parties to this Consent Order. To the
12 maximum extent possible, these meetings shall be used to avoid
13 dispute resolution procedures under Section XIV.

14 E. Documents, including reports, approvals, disapprovals,
15 deliverables, or other correspondence to be submitted pursuant
16 to this Consent Order, shall be sent to the following addresses
17 or to such other addresses as the Respondents or the EPA
18 hereafter may designate in writing:

19 1. Three copies of all documents to be submitted to
20 the EPA under the terms of this Consent Order shall be
21 sent to:

22 Jeanne Dunn (T-4-1)
23 U.S. EPA, Region 9
24 215 Fremont Street
San Francisco, California 94105
(415) 974-7899

25 2. One copy of all documents to be submitted to the
26 Respondents shall be sent to each of the following
27 technical representatives of the Respondents:
28

1 Dr. Errol L. Montgomery
2 Errol L. Montgomery & Associates
3 1075 E. Fort Lowell Road, Suite B
4 Tucson, Arizona 85719
5 (602) 881-4912

6 William R. Victor
7 Errol L. Montgomery & Associates
8 1075 E. Fort Lowell Raod, Suite B
9 Tucson, Arizona 85719
10 (602) 881-4912

11 Ronald Frehner
12 Conestoga-Rovers & Associates, Inc.
13 382 West County Road D
14 St. Paul, Minnesota 55112
15 (612) 639-0913

16 Kenneth G. Ford
17 MN12-3175
18 Honeywell Inc.
19 2701 - 4th Avenue South
20 Minneapolis, Minnesota 55408
21 (612) 870-5569

22 James K. Rogers, Manager
23 Environmental Affairs
24 Digital Equipment Corporation
25 146 Main Street
26 Maynard, Massachusetts 01754
27 (619) 493-3837

28 Robert J. Lloyd
General Instruments Microelectronics
2355 West Chandler Blvd.
Chandler, Arizona 85224
(602) 963-7373

Richard C. Keiffer
Sperry Aerospace Group
21111 North 19th Avenue
Phoenix, Arizona 85027
(602) 869-1441

Robert Cameron
AFRCE-WR
Room 1316
630 Sansome Street
San Francisco, California 94111-2278
(415) 556-0886

1 3. Five copies of all documents to be submitted to the
2 Respondents shall be sent to:

3 James G. Derouin
4 Meyer, Hendricks, Victor,
5 Osborn & Maledon, P.A.
6 Suite 4000
7 2700 North Third Street
8 Phoenix, Arizona 85004
9 (602) 263-8700

10 / /

VIII. ADDITIONAL WORK

EPA may determine that the RI/FS requires tasks in addition to those tasks set forth in the Work Plan in order to meet the purposes of Section II. Such determination shall be in writing and, prior to issuance of the same, the EPA shall confer with the Respondents. Subject to Section XIV (Dispute Resolution) of this Consent Order, Respondents shall implement any additional tasks that EPA determines are needed as part of the RI/FS, and that are consistent with the NCP. The additional work shall be completed in accordance with the standards, specifications, and schedule approved by EPA. The deadline for performance of the additional work shall be an amount of time equal to that required to perform said work. The deadline for performance of any activity dependent on the additional work shall be extended by EPA for an amount of time equal to that required to perform the additional work, unless the dependent activity can be implemented in a shorter time. The appropriate sections and appendices of the Work Plan shall be amended to include any additional work that is to be performed. Any determination with respect to additional work shall be cost effective and consistent with the NCP. Under any circumstances, EPA reserves the right to conduct additional tasks as part of the RI/FS.

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1 IX. DESIGNATED PROJECT COORDINATORS

2 A. On or before the effective date of this Consent Order,
3 EPA and the Respondents shall each designate a Project Coordinator.
4 Each Project Coordinator shall be responsible for overseeing the
5 implementation of this Consent Order. The EPA Project Coordinator
6 will be EPA's designated representative at the Site. To the
7 maximum extent possible, communications between the Respondents
8 and EPA and all documents, including reports, approvals, and
9 other correspondence concerning the activities performed pursuant
10 to the terms and conditions of this Consent Order, shall be
11 directed through the Project Coordinators.

12 B. Until further notice, EPA's Project Coordinator shall
13 be the person specified to receive deliverables on behalf of EPA
14 in Section VII.

15 C. EPA and the Respondents each have the right to change
16 their respective Project Coordinator. Such a change shall be
17 accomplished by notifying the other party in writing a minimum
18 of fourteen (14) days in advance.

19 D. The EPA designated On-Scene-Coordinator, who may be the
20 EPA Project Coordinator, shall have the authority vested in the
21 On-Scene-Coordinator by the National Contingency Plan. This
22 includes the authority to halt, conduct, or direct any tasks
23 required by this Consent Order or any response actions or
24 portions thereof when conditions present an immediate risk to
25 public health or welfare or the environment. The absence of
26 the EPA Project Coordinator or On-Scene-Coordinator from the
27 Site shall not be cause for the stoppage of work.

1 X. QUALITY ASSURANCE

2 The Respondents shall use quality assurance, quality control,
3 and chain of custody procedures in accordance with all relevant
4 EPA and Region 9 guidance, including the document entitled
5 "Interim Guidelines and Specifications for Preparing Quality
6 Assurance Project Plans, QAMS-005/80." These documents shall be
7 followed throughout all sample collection and analysis activities.
8 In order to provide quality assurance and maintain quality
9 control regarding all samples collected pursuant to this Consent
10 Order, the Respondents shall:

11 A. Ensure that EPA has access to any laboratories used or
12 personnel employed in sampling and analytic activities conducted
13 pursuant to this Consent Order.

14 B. Ensure that all laboratories used by Respondents for
15 sampling and/or analysis perform such activities in accordance
16 with the EPA approved QAPP.

17 C. Procure laboratories which shall be capable of meeting
18 the analytical objectives necessary to comply with the terms of
19 this Consent Order and QAPP. If any of the laboratories used
20 or proposed to be used by Respondents fail to demonstrate the
21 satisfaction of the EPA that it can meet the foregoing
22 requirements, an alternative laboratory must be procured which
23 has these capabilities.

24 D. Samples for each different media area may be submitted
25 to the Respondents' laboratories for an analysis as a quality
26 assurance/quality control audit.

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1 XII. SAMPLING AND DATA/DOCUMENT AVAILABILITY

2 A. The Respondents shall make the results of all sampling
3 and/or tests or other technical and laboratory data generated by
4 the Respondents, or on the Respondents' behalf, with respect to
5 the Site or the implementation of this Consent Order, available
6 to EPA. Details and documentation of all data generated during
7 each month shall be forwarded to EPA within 30 days subsequent to
8 the end of the month during which it is generated or received.

9 B. At the request of the EPA's Project Coordinator, the
10 Respondents shall allow split or duplicate samples to be taken by
11 EPA and/or its authorized representatives of any samples collected
12 by the Respondents pursuant to the implementation of this Consent
13 Order. At the request of the Respondents, EPA and/or its authorized
14 representatives shall allow the Respondents to split or duplicate
15 any samples collected by the EPA and/or its authorized representatives
16 relative to this Consent Order. The party performing sampling
17 shall notify the other party as soon as possible but no less than
18 eight (8) days in advance of any sample collection activity. The
19 EPA shall provide analytical results and data to Respondents from
20 any samples collected at the Site. The EPA and the Respondents
21 shall provide analytical results to each other resulting from the
22 testing of split or duplicate samples within thirty (30) days
23 after such results are obtained.

24 C. With respect to the data and samples described in
25 Subsections A and B, the parties agree that no privilege applies.
26 The EPA and its authorized representatives may inspect and copy
27 all non-privileged records, documents and other writings
28 relating to Work undertaken pursuant to this Consent Order,

1 whether or not such records are kept at the Site. Nothing
2 herein shall be interpreted as limiting the EPA's inspection
3 authority under federal law. Documents which are subject to
4 the attorney-client privilege or which are attorney work product
5 are not subject to inspection and copying.

6 D. The Respondents may assert a confidentiality claim
7 covering part or all of the information requested by this
8 Consent Order pursuant to 40 C.F.R. §2.203(b). Sampling or
9 monitoring data or laboratory analyses of these data compiled
10 pursuant to this Consent Order shall not be claimed confidential.
11 Information determined to be confidential by EPA will be afforded
12 the protection specified in 40 C.F.R. Part 2, Subpart B. If no
13 such claim accompanies the information when it is submitted to
14 the EPA, further notice to the Respondents is not required
15 before the EPA may make it available to the public as required
16 by law.

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XIII. RECORD PRESERVATION

Respondents agree to retain during the pendency of this Consent Order, and for a minimum of six (6) years after its termination, one complete set of all records and documents in Respondents' possession, custody, or control required to be generated pursuant to this Consent Order. After this six (6) year period, Respondents may destroy such records and documents after notifying the EPA at least ninety (90) days prior to such destruction; provided, however, that, upon a written request from the EPA during such ninety (90) day period, Respondents shall immediately make available to the EPA any such records or documents. Notwithstanding the terms of this section, Respondents do not waive any privilege applicable to such records and documents.

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1 either the Respondents or EPA may request the appointment of a
2 neutral mediator who shall be invited to aid in the resolution
3 of the dispute. The mediation process set forth herein may be
4 utilized with respect to other matters subject to Section XIV,
5 but only upon the mutual consent of both parties. Mediation
6 shall in no way alter the time limits or decision authority set
7 forth herein, and the services of any mediator appointed pursuant
8 to this subsection shall be paid for by the requesting party.
9 Selection and conduct of the mediator shall be governed by the
10 following protocols:

11 1. If, within sixty (60) days following entry of this
12 Consent Order, the parties have not agreed upon one or more
13 persons who will thereafter be deemed to be acceptable mediators
14 for any dispute subject to mediation, Respondents and the EPA
15 shall, within an additional seven (7) days, submit to one
16 another lists of at least three (3) persons nominated to serve
17 as mediators. All listed persons not rejected in writing
18 within seven (7) days after submission of any such list shall
19 be deemed to be acceptable mediators for any dispute subject
20 to mediation. If all such listed persons are so rejected, or
21 if at any time it becomes apparent to the parties that no
22 acceptable mediator remains able or willing to serve, further
23 lists shall be submitted in further seven (7) day periods
24 until at least one acceptable mediator has been identified by
25 the foregoing procedure. Lists shall set forth the name,
26 business, affiliation, address and telephone number of each
27 nominee. In any dispute resolution subject to mediation, if a
28 mediator who is willing and able to serve is not agreed

1 upon within three (3) business days after a request for
2 appointment of a neutral mediator is made, the requesting
3 party may select any mediator from the list of acceptable
4 mediators determined as set forth herein and such mediator
5 shall be invited by the parties to serve.

6 2. The mediator shall schedule meetings or telephone
7 conferences during regular business hours with at least forty-
8 eight (48) hours written or oral notice. Notice with respect
9 to a Monday meeting or conference shall be provided no later than
10 the prior Thursday. At least one representative of Respondents
11 and of the EPA must participate in any telephone conference;
12 and must attend any meeting in the vicinity of Phoenix, Arizona
13 or San Francisco, in person or by phone. Agendas and procedures
14 shall be as the parties may agree, but suggestions by the
15 mediator shall be given full consideration in good faith. The
16 mediator may meet or talk with any party separately, in his
17 sole discretion. It is the intent of the parties that mediation
18 be flexible and informal, in order to facilitate the consensual
19 resolution of any dispute to the greatest extent possible.

20 3. Respondents or the EPA may withdraw from mediation of
21 any dispute subject to mediation, without prejudice, but only
22 after having participated in at least one meeting or conference
23 called by the mediator in connection with that dispute. The
24 right to withdraw from mediation shall be considered a last
25 resort, and should be exercised only on a good faith belief
26 that mediation will serve no useful purpose.

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1 4. Meetings or conferences with the mediator shall be
2 treated as confidential unless otherwise agreed by all parties.
3 Statements made by any party during any such meetings or
4 conferences shall be deemed to have been made in compromise
5 negotiations within the meaning of Rule 408 of the Federal
6 Rules of Evidence, and they shall not be offered in evidence in
7 any proceeding by either party to prove liability for or
8 invalidity of any disputed claim or its amount. The mediator
9 will be disqualified as a witness, consultant or expert in any
10 pending or future action relating to the subject matter of the
11 mediation, including those between persons not parties to the
12 mediation. Failure to meet the confidentiality requirements of
13 this Consent Order is a basis for exclusion from the mediation.

14 5. The mediator shall make no written findings or
15 recommendations, and no minutes or transcripts of sessions
16 shall be maintained.

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1 XV. STIPULATED PENALTIES

2 A. Except with respect to any extensions agreed to by
3 the parties in writing, and for delays caused by events which
4 constitute a force majeure, the Respondents shall be subject to
5 the imposition of stipulated penalties for failure to comply
6 with the requirements of this Consent Order. Stipulated penalties
7 shall be assessed in accordance with the schedules set forth below.

8 B. For purposes of this Consent Order only, Class I
9 Noncompliance with the terms of this Consent Order shall be
10 defined as the failure to submit to EPA substantially adequate
11 drafts or final versions of the following deliverables:

12 1. Phase I Report, as required by Subsections VII.B.3
13 and 4;

14 2. Remedial Investigation Report, required by Sub-
15 sections VII.B.5 and 7; and

16 3. Feasibility Study Report, required by Subsections
17 VII.B.11 and 12.

18 C. For the purposes of this Consent Order only, Class II
19 Noncompliance with the terms of this Consent Order shall be
20 defined as the failure to submit to EPA substantially adequate
21 drafts or final versions of the following deliverables:

22 1. Interim Monitoring Reports, as required by Section
23 VII.B.2;

24 2. Draft and Final Feasibility Testing Proposal,
25 if required by EPA, pursuant to Sections VII.B.6 and 8;

26 3. Initial Screening Technical Memorandum, as required
27 by Section VII.B.10.

28 4. the failure to perform work agreed to in the

1 attached Work Plan;

2 5. the failure to perform Additional Work required by
3 the EPA pursuant to Section VIII; and

4 6. the failure to comply with CERCLA § 122(e)(6).

5 D. Class III Noncompliance with the terms of this Consent
6 Order shall be:

7 1. failure to timely submit Monthly Progress Reports,
8 as required by Subsection VII.B.1;

9 2. failure to timely submit laboratory data, as required
10 in Section XII; and

11 3. failure to otherwise comply with the requirements
12 of this Consent Order.

13 E. The EPA may, at its sole discretion, reduce or forgive the
14 penalties provided by this section for any reason. The EPA shall
15 waive any penalties relating to the submittal of a substantially
16 adequate draft deliverable if a substantially adequate final
17 version of said deliverable is submitted by the time specified in
18 Exhibit D and Figure 4 of Exhibit A provided that a bonafide
19 draft of said deliverable was submitted by the time specified in
20 Exhibit D and Figure 4 of Exhibit A.

21 F. Stipulated penalties shall be calculated according
22 to the schedule below:

23 Day of Violation Penalty Per Day

24 Class I Noncompliance Penalty Schedule

25 1 - 15	\$ 5,000
26 16 - 30	10,000
27 31 - and beyond	15,000

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1 penalties shall accrue until the noncompliance is cured or, if
2 applicable, upon receipt by the EPA of a revised deliverable that
3 cures the identified deficiencies in accordance with the requirements
4 of this Consent Order.

5 H. Except as provided in the following subsection,
6 penalties shall accrue during the dispute resolution period under
7 Section XIV even though said penalties shall not be demanded
8 during this period. However, the EPA shall have the right to
9 collect said penalties with respect to any material, severable
10 dispute which is the subject of Subsections B, C and D that accrue
11 prior to and during periods of dispute if the Respondents do not
12 prevail in any material part with respect to said dispute.

13 I. For a maximum of three (3) dispute resolution periods
14 invoked over the term of this Consent Order to resolve technical
15 issues concerning additional work (Section VIII) or the substantial
16 adequacy of a deliverable (Section XV), stipulated penalties
17 shall not accrue. If the Respondents fail to comply with the
18 EPA's dispute resolution determination regarding issues disputed
19 pursuant to this subsection, penalties shall accrue from the
20 original date of the dispute. In that event, the EPA has the
21 right to demand and collect all penalties which otherwise would
22 have accrued prior to, during, and following the period of dispute.
23 The Respondents shall have discretion to select the dispute
24 periods for which non-accrual of stipulated penalties shall apply
25 and may combine, if timely, issues under Section VIII and the
26 substantial adequacy of any single deliverable under Section XV
27 in one dispute period. Respondents shall notify the EPA in
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1 writing upon invoking the dispute resolution period under Section
2 XIV.

3 J. The payment of stipulated penalties does not alter the
4 Respondents' obligations to complete performance under this
5 Consent Order. The stipulated penalties set forth in this Section
6 do not preclude the EPA from electing to pursue any other remedies
7 or sanctions which may be available to the EPA by reason of the
8 Respondents' failure to comply with any of the requirements of
9 this Consent Order, except that the EPA agrees that all civil
10 penalties shall be limited to the amounts calculated under this
11 Section.

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1 3. any delays caused by EPA's failure to act in a timely
2 manner with respect to its responsibilities under this Consent
3 Order;

4 4. any delay caused from the public review and comment
5 process as provided in Section XXIII;

6 5. any delay caused by changes in the requirements of
7 this Consent Order due to revisions or amendments to EPA guidance
8 or the NCP;

9 6. any other cause beyond the control of Respondents;
10 provided, however, that increases in the cost of performance of
11 the Work or change in economic circumstances shall not excuse
12 such performance nor affect the applicability of the penalty
13 provisions and/or other sanctions which are provided for under
14 this Order.

15 C. The delays specified in Subsection B shall serve as an
16 excuse only to the extent that they were beyond the control of
17 the Respondents and were material factors in interfering with
18 or in preventing Respondents' execution of their responsibilities
19 during the period of the delay.

20 D. The schedule for performance of any activity delayed by
21 the force majeure, or application of Subsection XV.F, or any
22 required activity dependent on the delayed activity, shall be
23 extended for a period of time equal to any excused delay,
24 except to the extent that any dependent activity can be
25 implemented in a shorter time.

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1 XVII. REIMBURSEMENT OF PAST COSTS

2 Respondents agree to pay \$100,000 to reimburse the Hazardous
3 Substance Superfund for response costs which have been incurred
4 to date by EPA in responding to the release of hazardous sub-
5 stances at the Site.

6 The EPA agrees to provide an accounting of all past costs
7 within 120 days of the effective date of this Order. Respondents
8 shall, within ninety (90) days of receipt of that accounting,
9 remit a check for \$25,000, and will continue to remit checks for
10 \$25,000 each quarter until the balance of \$100,000 is paid.

11 The checks shall be made payable to the Hazardous Substance
12 Superfund, reference the Hassayampa Landfill, Maricopa County,
13 Arizona, and be sent to the address listed in Section XVIII
14 (Reimbursement of Response and Oversight Costs), below.

15 / /

1 XVIII. REIMBURSEMENT OF RESPONSE AND OVERSIGHT COSTS

2 A. Respondents shall reimburse the Hazardous Substance Super-
3 fund for EPA response and oversight costs consistent with CERCLA
4 and the NCP, incurred by EPA subsequent to the effective date of
5 this Consent Order in the response to the Site. EPA oversight
6 costs shall include the following:

7 1. EPA costs incurred in connection with a contract or
8 arrangement between the EPA and a qualified contractor
9 assisting the EPA in overseeing and reviewing the Work
10 required by this Consent Order, in accordance with CERCLA §
11 104(a);

12 2. EPA direct costs incurred for oversight of the
13 Work required under this Consent Order; and

14 3. EPA indirect costs incurred for oversight of the
15 Work required under this Consent Order up to an amount not
16 to exceed \$35,000.

17 B. EPA's costs for the Risk Assessment Study pursuant to
18 Section VII.B.9 or other RI/FS work shall be considered response
19 costs, rather than oversight costs.

20 C. EPA shall submit to the Respondents an accounting of all
21 response and oversight costs incurred by the United States
22 Government under this Consent Order within 16 months of the
23 effective date of this Consent Order, and each year thereafter.
24 The Respondents shall, within ninety (90) days of receipt of that
25 accounting, remit a check for the amount of those costs, made
26 payable to the Hazardous Substance Superfund.

27 / /

1 D. Checks should specifically reference the Hassayampa
2 Landfill, Maricopa County, Arizona and be addressed to:

3 U.S. Environmental Protection Agency
4 Superfund Accounting
5 P.O. Box 371003M
6 Pittsburgh, PA 15251
7 Attention: Collection Officer for Superfund

8 A copy of the transmittal letter and a copy of the check should
9 be sent to the EPA Project Coordinator.

10 / /

1 XIX. COVENANT NOT TO SUE

2 A. Upon termination of this Consent Order, pursuant to
3 Section XXV (Termination and Satisfaction) hereof, the EPA
4 covenants not to sue, issue any order against, or assert any
5 claim against the Respondents for the Work performed by Respondents
6 in compliance with this Consent Order, for EPA's response and
7 oversight costs reimbursed by Respondents pursuant to Section
8 XVIII (Reimbursement of Response and Oversight Costs), and for
9 past costs reimbursed by Respondents pursuant to Section XVII
10 (Reimbursement of Past Costs).

11 B. It is the present intention of the EPA to recover the
12 costs not reimbursed by Respondents pursuant to to Sections XVII
13 and XVIII herein from nonsettling parties; provided, however,
14 that this section shall not be construed to create any
15 obligations against the EPA for the exercise or the failure to
16 exercise its enforcement authority.

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1 XXI. RESERVATION OF RIGHTS AND DENIAL OF LIABILITY BY RESPONDENTS

2 A. Nothing in this Consent Order shall constitute or be
3 construed a release of any claim, cause of action, or demand in
4 law or equity which the Respondents may have against any person,
5 entity, governmental agency, state or local government, firm,
6 partnership, or corporation ("person") for any liability arising
7 out of or relating in any way to the generation, storage, treatment,
8 handling, transportation, release, or disposal of any hazardous
9 substance, pollutant, or contaminant, or any hazardous or solid
10 waste, found at, taken to, or taken from the Site or to the
11 ownership and/or operation of the Site.

12 B. The Respondents deny any and all legal or equitable
13 liability under any federal or state statute, regulation, ordinance,
14 or common law for any response costs or damages caused by or
15 arising out of conditions at or arising from the Site.

16 C. Respondents expressly reserve all legal and equitable
17 rights and defenses that they may have under this Consent Order,
18 CERCLA, or any other legal authority, including all arguments
19 concerning compliance with the specific tasks and requirements of
20 this Consent Order. Except as provided herein, this reservation
21 of rights applies to actions and defenses assertable by Respondents
22 against the EPA or any other person or government entity, and to
23 those assertable between and among the individual Respondents
24 including but not limited to, the right to seek reimbursement for
25 response actions taken by any of the Respondents at any time.

26 D. Respondents expressly reserve any and all rights of
27 contribution and indemnity that they have against any person or
28 entity. Respondents reserve their right of contribution and

1 indemnity from any or all liable persons for all costs incurred
2 by Respondents in performing the Work and complying with the
3 requirements of this Consent Order. Nothing in this Consent
4 Order shall be construed as limiting Respondents' right to seek
5 contribution and indemnity from any or all liable persons.

6 E. Notwithstanding the granting of consent under Section
7 I (Jurisdiction), the entering into of this Consent Order, and
8 the taking of any action under it, Respondents do not admit any
9 allegations contained herein, nor do Respondents admit liability
10 for any purpose or admit any issues of law or fact or any
11 responsibility for the alleged release or threat of release of
12 any hazardous substance into the environment. Payments made by
13 Respondents to develop and perform the Work under this Consent
14 Order shall not be deemed a fine, penalty, or monetary sanction.

15 F. Nothing herein is intended by any of the parties to
16 create any private causes of action in favor of any person not a
17 Respondent or to release any person not a Respondent from any
18 liability, duty or responsibility which they might have at law
19 or equity, and the EPA and the Respondents reserve any and all
20 such rights that they may have at law or equity against any person
21 not a Respondent hereto.

22 G. It is the intent of the parties that this Consent Order
23 shall not be used in any judicial or administrative proceeding or
24 in any other manner against the Respondents for any purpose other
25 than in proceedings by the parties hereto to enforce the terms of
26 this Consent Order; provided, however, nothing herein shall
27 preclude any Respondent from using this Consent Order or the fact
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1 of its entry in a proceeding against any other Respondent or a
2 third party for contribution or for the recovery of costs expended
3 in complying with this Consent Order.

4 H. By entering into this Consent Order, the Respondents are
5 expressly not agreeing to conduct any remedial action with respect
6 to the Site.

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1 XXII. RESERVATIONS OF RIGHTS BY THE UNITED STATES

2 A. Except as provided in Section XIX (Covenant Not to
3 Sue), nothing herein shall be construed as limiting any claims,
4 rights or defenses that the United States may now or hereafter
5 have; and EPA reserves the right to take any enforcement action
6 pursuant to CERCLA and any other available legal authority,
7 including the right to seek injunctive relief, monetary penalties,
8 and punitive damages, for any violation of law or this Consent Order.

9 B. This Consent Order does not constitute a preauthorization
10 of funds under Section 111(a)(2) of CERLCA.

11 C. Nothing in this Consent Order shall constitute or be
12 construed as a release from any claim of action or demand in
13 law or equity against any person, firm, partnership, or
14 corporation not a signatory to this Consent Order for any
15 liability it may have arising out of or relating in any way to the
16 generation, storage, treatment, handling, transportation, release,
17 or disposal of any hazardous substances, hazardous wastes,
18 pollutants, or contaminants found at, taken to, or taken from
19 the Site.

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1 XXIV. INDEMNIFICATION OF THE UNITED STATES GOVERNMENT

2 The Respondents agree to indemnify and save and hold the
3 United States Government, its agencies, departments, agents, and
4 employees, harmless from any and all claims or causes of action
5 arising from or on account of acts or omissions of the Respondents,
6 its officers, employees, receivers, trustees, agents, or assigns,
7 in carrying out the activities pursuant to this Consent Order.
8 EPA is not a party in any contract involving the Respondents
9 at the Site.

10 / /

1 XXV. TERMINATION AND SATISFACTION

2 Any obligations imposed on the Respondents as a result of
3 this Consent Order shall terminate when an EPA Record of
4 Decision for final remedial action is executed by the EPA
5 for the Site.

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1 XXVI. OTHER APPLICABLE LAWS

2 All actions required to be taken pursuant to this Consent
3 Order shall be undertaken in accordance with the requirements of
4 all applicable local, state, and federal laws, regulations, and
5 permitting requirements.

6 / /

XXVII. REPRESENTATION OF AUTHORITY

Each undersigned representative of the parties to this Consent Order certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Order and to execute and to legally bind such party to this document.

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1 XXVIII. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

2 A. In consideration of the communications between
3 Respondents and EPA prior to the issuance of this Consent Order
4 concerning its terms, the Respondents agree that there is no need
5 for a settlement conference prior to the effective date of this
6 Consent Order. Therefore, the effective date of this Consent
7 Order shall be the date on which it is signed by EPA.

8 B. This Consent Order may be amended by mutual agreement of
9 the EPA and the Respondents. The Project Coordinator designated
10 by Respondents under Section IX shall have the authority to
11 execute modifications on behalf of the Respondents. The Project
12 Coordinator designated by EPA under Section IX, and the Director,
13 Toxics and Waste Management Division, EPA, Region 9, shall have
14 the authority to execute modifications on behalf of EPA. Such
15 amendments shall be in writing and shall have as the effective
16 date, that date on which such amendments are signed by EPA.

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XXIX. PARTIES BOUND

1 A. This Consent Order shall apply to and be binding upon
2 the EPA and Respondents, their agents, successors, and assigns
3 and upon all persons, contractors, and consultants acting
4 under, or for, either the Respondents or EPA or both.
5

6 B. No change in ownership or corporate or partnership
7 status of any individual Respondent will in any way alter its
8 status as a Respondent under this Consent Order or in any way
9 alter the individual Respondent's responsibility under this
10 Consent Order. The Respondents shall be responsible, and shall
11 remain responsible, for carrying out all activities required of
12 the Respondents under this Consent Order.

13 C. The Respondents shall provide a copy of this Consent
14 Order to all contractors, subcontractors, laboratories, and
15 consultants retained to conduct any portion of the work performed
16 pursuant to this Consent Order within fourteen (14) calendar
17 days of the effective date of this Consent Order or date of
18 such retention.

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XXX. COUNTERPARTS

This Consent Order may be executed and delivered in any number of counterparts, each of which, when executed any delivered, shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

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1 XXXI. FINANCIALLY PARTICIPATING NON-SIGNATORIES

2 A. EPA and Respondents acknowledge that there are persons,
3 to be identified in an executed Appendix to this Consent Order,
4 neither signatory to nor bound by the Consent Order who intend
5 to participate financially, pursuant to an agreement with the
6 Respondents, in the RI/FS and other matters covered by the
7 Consent Order. However, this Consent Order will remain in full
8 force and effect whether or not the Appendix is executed.

9 B. Each such financial participator agrees, by execution
10 of the Appendix to the Consent Order, that it shall accomplish
11 such financial participation by a single check made payable to
12 the Hazardous Substance Superfund, in an amount provided for in
13 an agreement with the Respondents. Each check shall be sent
14 to Respondents in care of:

15 James G. Derouin
16 Meyer, Hendricks, Victor
17 Osborn & Maledon, P.A.
18 Suite 4000
19 2700 North Third Street
20 Phoenix, Arizona 85004
21 (602) 263-8700

22 who shall collect and forward the payments to:

23 U.S. Environmental Protection Agency
24 Superfund Accounting
25 P.O. Box 371003M
26 Pittsburgh, PA 15251
27 Attn: Collection Officer for Superfund

28 Checks shall specifically reference the Hassayampa Landfill,
Maricopa County, Arizona. A copy of the transmittal letter and
copies of the checks shall be sent by the Respondents to the
EPA Project Coordinator.

1 C. Those persons who execute this Appendix and make
2 payment to the Hazardous Substance Superfund pursuant to this
3 Appendix, shall be considered financially participating non-
4 signatories to the Consent Order.

5 D. Such financially participating non-signatories shall
6 be treated as Respondents for purposes of the following Sections
7 of this Consent Order: I (Jurisdiction); III (EPA Findings
8 of Fact), IV (EPA Conclusions of Law); V (EPA Determinations);
9 XIX (Covenant Not to Sue); XX (Contribution Protection); XXI
10 (Reservation of Rights and Denial of Liability by Respondents);
11 XXII (Reservation of Rights by the United States); XXVI (Other
12 Applicable Laws), and; XXVII (Representation of Authority),
13 and not for purposes of any other section of this Consent Order.
14 However, upon payment pursuant to this Appendix by a financially
15 participating non-signatory, such party shall then have the
16 full benefit and effect of the covenant not to sue and the
17 contribution protection notwithstanding that the Consent Order's
18 Sections XIX and XX provide that such covenant and protection
19 do not accrue to the signatories to the Consent Order until
20 their compliance with the Consent Order and its termination
21 pursuant to Section XXV (Termination and Satisfaction).
22 Treating financially participating non-signatories as Respond-
23 ents for purposes of any section of the Consent Order shall
24 not subject financially participating non-signatories to any
25 liability or responsibility for the RI/FS, stipulated
26 penalties, payments or other obligations now or hereafter
27 required pursuant to the Consent Order.

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1 E. It is the intent of the parties to this Consent Order
2 and Appendix that monies paid into the Hazardous Substance
3 Superfund pursuant to this Appendix will be applied to offset
4 the monetary obligations to EPA imposed by the Consent Order.

5 / /

1 IT IS SO AGREED AND ORDERED:

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3
4 UNITED STATES ENVIRONMENTAL
5 PROTECTION AGENCY

6
7 By: *J.B. Zelikson*
8 *J.B. Zelikson*
9 Director
Toxics & Waste Management Division
Region 9

Date: 2-9-88

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11 RESPONDENT

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14 By: *Thomas J. Gallagher*
15 Name Thomas J. Gallagher
16 Title Vice President, General Counsel
and Secretary

Date: 2-9-88

17 Name of Entity HONEYWELL BULL INC.
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1 IT IS SO AGREED AND ORDERED:

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4 UNITED STATES ENVIRONMENTAL
5 PROTECTION AGENCY
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7 By: *J. Zelickson*
8 ~~Jeff Zelickson~~
9 Director
10 Toxics & Waste Management Division
11 Region 9

Date: 2-19-88

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14 RESPONDENT

15 By: *D. Larry Moore*
16 Name D. Larry Moore
17 Title Group Vice President

Date: 2/10/88

18 Name of Entity ~~Sperry Commercial~~
~~Flight Systems Group~~
19 Honeywell Inc.
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1 APPENDIX
2 TO ADMINISTRATIVE CONSENT ORDER IN THE MATTER OF
3 HASSAYAMPA LANDFILL

4 FINANCIALLY PARTICIPATING NON-SIGNATORIES

5 A. EPA acknowledges that there are persons, identified
6 below, neither signatory to nor bound by the Consent Order who
7 intend to participate financially, pursuant to an agreement with
8 the Respondents, in the RI/FS and other matters covered by
9 the Consent Order.

10 B. Each such financial participator agrees, by execution
11 of this Appendix to the Consent Order, that it shall accomplish
12 such financial participation by a single check made payable to
13 the Hazardous Substance Superfund, in an amount provided for in
14 an agreement with the Respondents. Each check shall be sent
15 to Respondents in care of:

16 James G. Derouin
17 Meyer, Hendricks, Victor
18 Osborn & Maledon, P.A.
19 Suite 4000
2700 North Third Street
Phoenix, Arizona 85004
(602) 263-8700

20 who shall collect and forward the payments to:

21 U.S. Environmental Protection Agency
22 Superfund Accounting
23 P.O. Box 371003M
Pittsburgh, PA 15251
Attn: Collection Officer for Superfund

24 Checks shall specifically reference the Hassayampa Landfill,
25 Maricopa County, Arizona. A copy of the transmittal letter and
26 copies of the checks shall be sent by the Respondents to the
27 EPA Project Coordinator.
28

1 C. Those persons who execute this Appendix and make
2 payment to the Hazardous Substance Superfund pursuant to this
3 Appendix, shall be considered financially participating non-
4 signatories to the Consent Order.

5 D. Such financially participating non-signatories shall
6 be treated as Respondents for purposes of the following Sections
7 of the Consent Order: I (Jurisdiction); III (EPA Findings
8 of Fact), IV (EPA Conclusions of Law); V (EPA Determinations);
9 XIX (Covenant Not to Sue); XX (Contribution Protection); XXI
10 (Reservation of Rights and Denial of Liability by Respondents);
11 XXII (Reservation of Rights by the United States); XXVI (Other
12 Applicable Laws), and; XXVII (Representation of Authority),
13 and not for purposes of any other section of the Consent Order.
14 However, upon payment pursuant to this Appendix by a financially
15 participating non-signatory, such party shall then have the
16 full benefit and effect of the covenant not to sue and the
17 contribution protection notwithstanding that the Consent Order's
18 Sections XIX and XX provide that such covenant and protection
19 do not accrue to the signatories to the Consent Order until
20 their compliance with the Consent Order and its termination
21 pursuant to Section XXV (Termination and Satisfaction).
22 Treating financially participating non-signatories as Respond-
23 ents for purposes of any section of the Consent Order shall
24 not subject financially participating non-signatories to any
25 liability or responsibility for the RI/FS, stipulated
26 penalties, payments or other obligations now or hereafter
27 required pursuant to the Consent Order.

1 E. It is the intent of the parties to this Consent Order
2 and Appendix that monies paid into the Hazardous Substance
3 Superfund pursuant to this Appendix will be applied to offset
4 the monetary obligations to EPA imposed by the Consent Order.

5 F. This Appendix shall apply to and be binding upon the
6 EPA and financially participating non-signatories to the Consent
7 Order, their agents, successors, and assigns and upon all persons
8 contractors, consultants acting under, or for, either the finan-
9 cially participating non-signatories or EPA or both. No change
10 in ownership or corporate or partnership status of any individual
11 financially participating non-signatory will in any way alter its
12 responsibility or status as a financially participating non-
13 signatory under this Appendix.

14 G. This Appendix must be executed by a financially parti-
15 cipating non-signatory to the Consent Order and EPA to be
16 effective. This Appendix may be executed and delivered in any
17 number of counterparts, each of which, when executed and
18 delivered, shall be deemed to be an original, but such counter-
19 parts shall together constitute one and the same Appendix.

20 / /

1 IT IS SO AGREED AND ORDERED:

2
3 UNITED STATES ENVIRONMENTAL
4 PROTECTION AGENCY

5
6 By: Jeff Zelikson
7 Director
8 Toxics & Waste Management Division
Region 9

Date: 4/8/88

9 FINANCIALLY PARTICIPATING NON-SIGNATORY

10
11 USA
12 By: JBPA-11
13 Name
14 Title - Administrative Vice President - Technical

Date: March 9, 1988

15 Ashland Chemical Company
16 Name of Entity Division of Ashland Oil, Inc.